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Dated: August 09, 2010

A handwritten signature in black ink, appearing to read "George B. Nielsen, Jr.", is written over a horizontal line.

GEORGE B. NIELSEN, JR
U.S. Bankruptcy Judge

Mark S. Bosco
State Bar No. 010167
Leonard J. McDonald
State Bar No. 014228
Attorneys for Movant

10-17040

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF ARIZONA**

IN RE:

William Charles Ashcroft and Jacqueline Michele
Ashcroft

Debtors.

BankUnited, Assignee of the FDIC, as Receiver for
BankUnited, FSB

Movant,

vs.

William Charles Ashcroft and Jacqueline Michele
Ashcroft, Debtors, Brian J. Mullen, Trustee.

Respondents.

No. 2:10-BK-19202-GBN

Chapter 7

ORDER

(Related to Docket #10)

Movant's Motion for Relief from the Automatic Stay and Notice along with the form of proposed Order Lifting Stay, having been duly served upon Respondents, Respondents' counsel and Trustee, if any, and no objection having been received, and good cause appearing therefore,

IT IS HEREBY ORDERED that all stays and injunctions, including the automatic stays imposed

1 by U.S. Bankruptcy Code 362(a) are hereby vacated as to Movant with respect to that certain real
2 property which is the subject of a Deed of Trust dated December 1, 2005 and recorded in the office of the
3 Maricopa County Recorder wherein BankUnited, Assignee of the FDIC, as Receiver for BankUnited,
4 FSB is the current beneficiary and William Charles Ashcroft and Jacqueline Michele Ashcroft have an
5 interest in, further described as:

6 LOT 308, CRISMON CREEK UNIT II, ACCORDING TO BOOK 531 OF MAPS, PAGE 23,
7 AND AFFIDAVIT OF CORRECTION RECORDED IN DOCUMENT NO. 01-112252,
8 RECORDS OF MARICOPA COUNTY, ARIZONA.

9 IT IS FURTHER ORDERED that Movant may contact the Debtors by telephone or written
10 correspondence regarding a potential Forbearance Agreement, Loan Modification, Refinance
11 Agreement, or other Loan Workout/Loss Mitigation Agreement, and may enter into such agreement
12 with Debtors. However, Movant may not enforce, or threaten to enforce, any personal liability against
13 Debtors if Debtors' personal liability is discharged in this bankruptcy case.

14 IT IS FURTHER ORDERED that this Order shall remain in effect in any bankruptcy chapter
15 to which the Debtor may convert.
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